

FILED**2008 Jun 03 PM 04:08**

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

CLERK U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
CLEVELAND

In re: :
:
:
Melissa A Marflak aka Melissa :
Georgeson aka Melissa : **Case No.: 07-18755**
Hufnagle : **Chapter 13**
: **Judge Arthur I. Harris**
Debtor(s). : * * * * *
: **7333 Parma Park Boulevard**
: **Parma, OH 44130**

AFFIDAVIT OF DEFAULT ON AGREED ORDER
(Docket No. 30)

STATE OF CALIFORNIA)
SAN BERNARDINO) **SS**
COUNTY OF ORANGE)

MARIO D. VASQUEZ ("Affiant"), being first duly sworn according to law, deposes and says on the basis of personal knowledge:

1. Affiant is an employee of Citi Residential Lending, Inc., (the "Company"), and is competent to testify to the matters stated in this Affidavit. The Company provides mortgage and foreclosure related services to Deutsche Bank National Trust Company, as Trustee of Ameriquest Mortgage Securities, Inc. Asset Backed Pass Through Certificates, Series Quest 2005-X2 Under the Pooling and Servicing Agreement dated as of September 1, 2005 (the "Creditor") and maintains records related to the promissory note and mortgage that are subject of this bankruptcy action.
2. According to a review of Creditor's records, Melissa A Marflak aka Melissa Georgeson aka Melissa Hufnagle ("Debtor") and Raymond E. Hufnagle ("Co-Debtor") failed to

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comply with the Order entered by the Court on March 24, 2008, a copy of which is attached hereto as Exhibit A, by failing to make timely payments in accordance with the Provisional Order. The account is currently delinquent in the amount of \$413.78 through April 2008 for the April 15, 2008 Provisional Order stipulation payment.

3. Pursuant to the Provisional Order, the automatic stay will terminate upon the filing of a Certificate of Non-Compliance or Affidavit of Default. This Affidavit is filed pursuant to the Default paragraph of the Provisional Order. A default letter was mailed to Debtor and Debtor's attorney on May 12, 2008. A copy of the default letter is attached as Exhibit B. The above referenced default was not cured within ten (10) days of service of this letter, therefore, an Order for Relief and Co-Debtor Relief shall be entered.

MARIO D. VASQUEZ -- Affiant

Subscribed and sworn to before me, a Notary Public, this ____ day of _____,
2008.

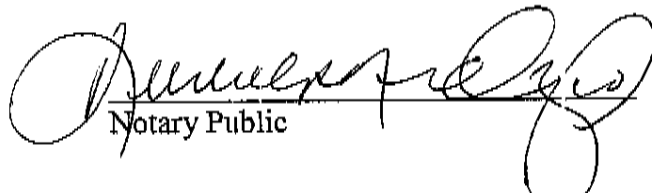
Notary Public

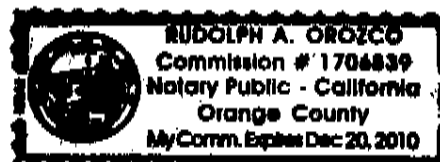
SEE ATTACHMENT

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STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN BERNARDINO)

Subscribed and sworn to (or affirmed) before me on this 26th day of
MAY, 2008, by MARIO D. VASQUEZ, proved to
me on the basis of satisfactory evidence to be the person(s) who appeared before me.


Notary Public



Case No. 07-18755 / MARFLAK
CitiRL Loan No. 0065446635

CERTIFICATE OF SERVICE

This is to certify that a true and accurate copy of the foregoing Affidavit of Default on Agreed Order was served on the Debtor, Co-Debtor, counsel for the Debtor, the trustee, and other parties in interest at the addresses set forth below via e-mail notification on June 3, 2008.

This includes all known lien holders and interested parties who have an interest in the real property as listed in the petition and to the best of our knowledge.

Office of U.S. Trustee
Northern District of Ohio
Howard Metzenbaum U.S. Courthouse
Party of Interest
201 Superior Avenue
Cleveland, OH 44114

Craig Shopneck
BP Tower
200 Public Square, Suite 3860
Cleveland, OH 44114
ch13shopneck@ch13cleve.com

Alexander V. Sarady
Attorney for Melissa A Marflak aka Melissa
Georgeson aka Melissa Hufnagle
614 W. Superior Ave., #950
Cleveland, OH 44113
mresar@ohiolegalclinic.com

The below listed parties were served via regular U.S. Mail, postage prepaid on June 3, 2008:

Melissa A Marflak aka Melissa Georgeson
aka Melissa Hufnagle
Raymond E. Hufnagle
7333 Parma Park Boulevard
Parma, OH 44130

Cuyahoga County Treasurer
1219 Ontario Street, #135
Cleveland, OH 44113

/s/ Stacey A. O'Stafy
Stacey A. O'Stafy

The court incorporates by reference in this paragraph and adopts as the findings and orders of this court the document set forth below. This document was signed electronically on March 24, 2008, which may be different from its entry on the record.

Exhibit A

IT IS SO ORDERED.



Arthur I. Harris
United States Bankruptcy Judge

Dated: March 24, 2008

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re:	:
	:
Melissa A Marflak	:
	: Case No.: 07-18755
Debtor(s).	: Chapter 13
	: Judge Arthur I. Harris
	: * * * * *
	:

PROVISIONAL ORDER RESOLVING MOTION FOR RELIEF FROM STAY AND CO-DEBTOR STAY (DOCKET NUMBER 24) AS TO REAL PROPERTY LOCATED AT 7333 PARMA PARK BLVD., PARMA, OH 44130

This matter having come before the Court on the Motion for Relief from Stay and Co-Debtor Stay which was filed in this court by Deutsche Bank National Trust Company, as Trustee of Ameriquest Mortgage Securities, Inc. Asset Backed Pass Through Certificates, Series Quest 2005-X2 Under the Pooling and Servicing Agreement dated as of September 1, 2005 ("Creditor") as Docket Number 24, and the opposition of Melissa A Marflak ("Debtor") thereto; and it appearing to the Court that the parties have agreed to a course of action which will permit

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the continuation of the automatic stay conditioned upon certain provisions incorporated herein for the protection of Creditor; and the Court, being otherwise fully advised in the premises, hereby makes the following findings of fact and issues the following Order with respect thereto:

1. The Chapter 13 Plan filed herein on behalf of the Debtor provided that said Debtor and/or Co-Debtor, Raymond Hufnagle, were to make regular monthly mortgage payments to Creditor outside of the Plan in a regular monthly fashion.
2. In breach of the terms of said Plan, the Debtor and/or Co-Debtor failed to make certain of the regular monthly mortgage payments to Creditor; said payments are currently in default for the months of January 2008 and subsequent months, incurring a total post-petition arrearage of \$4,117.54 as of March 19, 2008, which consists of 3 post-petition payments at \$1,095.03 each, 3 post-petition late charges at \$44.15 each, and attorney fees and costs of \$700.00. There is \$934.86 in suspense, which reduces the total post-petition arrearage to \$3,182.68.
3. In order to partially eliminate said post-petition delinquency, the Creditor is permitted to file a Supplemental Proof of Claim in the amount of \$700.00 representing the attorney fees and costs associated with the Motion for Relief from Stay and Co-Debtor Stay, reducing the post-petition delinquency to \$2,482.68.
4. In order to eliminate said post-petition delinquency, the Debtor and/or Co-Debtor hereby agree to pay to Creditor, and Creditor hereby agrees to accept, the following lump sum payments:
 - a. \$413.78 on or before April 15, 2008;
 - b. \$413.78 on or before May 15, 2008;
 - c. \$413.78 on or before June 15, 2008;

- d. \$413.78 on or before July 15, 2008;
- e. \$413.78 on or before August 15, 2008;
- f. \$413.78 on or before September 15, 2008.

The lump sum payments due above are in addition to the regular monthly mortgage payment due and owing for said months.

- 5. The Debtor and/or Co-Debtor hereby agree to resume regular monthly mortgage payments outside the Plan directly to Creditor for the April 1, 2008 regular monthly mortgage payment and to make all further monthly payments in a timely fashion.
- 6. This Provisional Order remains in full force and effect in the event Debtor's case is dismissed by the Court and Debtor subsequently reinstates his case by order of the Court and/or the Creditor obtains relief from stay and the stay is subsequently reinstated by order of the Court.
- 7. The following are events of default under this Provisional Order: (a) Debtor and/or Co-Debtor fail to make any of the lump sum payments hereinabove described on or before their specified due dates; (b) Debtor and/or Co-Debtor fail to pay any future monthly mortgage payment so that the payment is not received by Creditor on the last day of the month in which it is due; (c) Debtor fails to make any Chapter 13 Plan payment to the Trustee's Office within 30 days of the last day of the month in which it is due (hereinafter, any of the events described above shall be referred to as a "Default").
- 8. Upon the existence of a default, Creditor's counsel may send Debtor and counsel for Debtor a 10-day notice of Creditor's intent to file an affidavit and proposed order granting relief from stay.
- 9. If the default is not cured within that 10-day period, then upon the filing of an affidavit

by Creditor attesting to the default by the Debtor, an Order shall be entered without further hearing, terminating the stay imposed by § 362(a) of the Bankruptcy Code with respect to Creditor, its successors and assigns.

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Submitted by:

/s/Stacey A O'Stafy

Stacey A. O'Stafy (0070386)
P.O. Box 165028
Columbus OH 43216-5028
Telephone: 614-220-5611
Fax: 614-627-8181
Email: sao@mdk-llc.com
Attorney for Creditor

/s/Alexander V Sarady

Alexander V. Sarady (0078446)
614 W. Superior Ave., #950
Cleveland, OH 44113
Telephone: 216-263-6200
Fax: 216-263-6202
Email: mresar@ohiolegalclinic.com
Attorney for Debtor

Copies to:

Stacey A. O'Stafy
Attorney for Creditor
Manley Deas Kochalski LLC
P.O. Box 165028
Columbus OH 43216-5028
(notified by ecf)

Office of U.S. Trustee
Northern District of Ohio
Howard Metzenbaum U.S. Courthouse
Party of Interest
201 Superior Avenue
Cleveland, OH 44114
(notified by ecf)

Craig Shopneck
Chapter 13 Trustee
BP Tower
200 Public Square, Suite 3860
Cleveland, OH 44114
(notified by ecf)

Alexander V. Sarady
Attorney for Debtor and/or Co-Debtor
614 W. Superior Ave., #950
Cleveland, OH 44113
(notified by ecf)

Melissa A Marflak
Raymond E. Hufnagle
Debtor and/or Co-Debtor
7333 Parma Park Blvd.
Parma, OH 44130
(notified by regular US Mail)

Cuyahoga County Treasurer
Party of Interest
1219 Ontario Street, #135
Cleveland, OH 44113
(notified by regular US Mail)

Exhibit B
MANLEY·DEAS·KOCHALSKI LLC
A T T O R N E Y S A T L A W

Stacey A. O'Stafy
sao@mdk-llc.com

May 12, 2008

Alexander V. Sarady
614 W. Superior Ave., #950
Cleveland, OH 44113
Via Regular Mail and Facsimile: 216-263-6202

Re: Deutsche Bank National Trust Company, as Trustee of Ameriquest Mortgage Securities, Inc. Asset Backed Pass Through Certificates, Series Quest 2005-X2 Under the Pooling and Servicing Agreement dated as of September 1, 2005 v. Melissa A Marflak aka Melissa Georgeson aka Melissa Hufnagle
Case No. 07-18755 Our File No. 08-05867

Dear Mr. Sarady:

Please be advised that your client, Melissa A Marflak aka Melissa Georgeson aka Melissa Hufnagle, has failed to comply with the Agreed Order entered into on March 24, 2008 by yourself on behalf of the above referenced Debtor.

The Debtor is currently behind through April 2008 as follows:

	Amount	# of Pmts Behind	Total
Provisional Order Stip Payment April 15, 2008	413.78		\$413.78
TOTAL:			\$413.78

Please note that this letter serves as a Notice of Default and opportunity to cure the arrearage stated above. **You will have ten (10) days from the date of receipt of this letter in which you must remit the funds listed above. If no response is received within ten (10) days, the Stay will automatically terminate without further notice or motion, upon the filing of an Affidavit of Default.**

Should you have any questions regarding this matter, please do not hesitate to contact me at 614-222-4921.

Very truly yours,

Stacey A. O'Stafy

Enclosure

CC: Melissa A Marflak aka Melissa Georgeson aka Melissa Hufnagle
Raymond E.Hufnagle
7333 Parma Park Boulevard
Parma, OH 44130